

**Exhibit 1**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- x -----  
CITLAND LIMITED,

Plaintiff,

-against-

INTERNATIONAL TOBACCO  
PARTNERS, LTD.,

----- x -----  
Defendant.

ANSWER

Index No. 09-CV-3797 (ADS)(ARL)

Defendant, INTERNATIONAL TOBACCO PARTNERS, LTD. ("TTP"), by its undersigned attorney, MICHAEL W. HOLLAND, ESQ., upon information and belief, as its Answer to the Complaint interposed by the Plaintiff, CITLAND LIMITED ("CITLAND"), alleges as follows:

FIRST: Denies having any knowledge or information sufficient to form a belief as to the allegations set forth in paragraphs of the Complaint designated as: "9", "11", "14", "15", "18", "20", "21" and "24".

SECOND: Denies each and every allegation set forth in paragraphs of the Complaint designated as: "5", "6", "7", "8", "10", "13", "14", "16", "19", "22", "25", "26" and "27".

THIRD: Repeats, reiterates and realleges each and every admission and denial set forth in this Answer as to the allegations set forth in the paragraphs of the Complaint designated as "12", "17" and "23".

judgment dismissing the Complaint interposed by the Plaintiff, together with the costs and the

WHEREFORE, the Defendant respectfully requests that this Court issue a

“Agreement”.

Plaintiff's Complaint and characterized in the Complaint by the Plaintiff as being the agreement between the parties as is alleged by the Plaintiff in various paragraphs of the SIXTH: The Plaintiff and the Defendant have never entered into a written

AS AND FOR A SECOND  
AFFIRMATIVE DEFENSE

Letter Agreement. A copy of the Letter Agreement is annexed hereto as Exhibit “1”. Plaintiff's Complaint as these claims must be submitted to arbitration pursuant to the terms of the FIFTH: This Court does not have jurisdiction over the claims set forth in

arbitrator mutually agreed upon . . . .”.

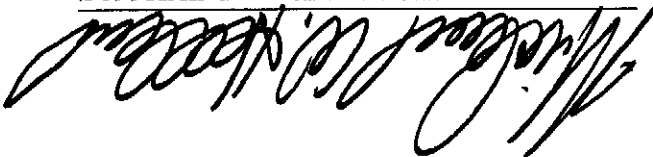
construction, meaning or effect of this Agreement or any part thereof shall be settled by a single agreed that “any dispute, difference or question arising between the parties concerning the Agreement”) dated on the 21<sup>st</sup> day of November, 2000 wherein the Plaintiff and the Defendant INTERNATIONAL TOBACCO PARTNERS, LLC, entered into a letter agreement (the “Letter FOURTH: The Plaintiff and the Defendant's predecessor in interest,

AS AND FOR A FIRST  
AFFIRMATIVE DEFENSE

disbursements of the Defendant in this action and together with an award of reasonable attorneys

fees to the Defendant.

Dated: Williston Park, NY  
January 22, 2010



MICHAEL W. HOLLAND (MWH6605)

Attorney for Defendant  
Office and P.O. Address  
421 Willis Avenue  
Williston Park, New York 11596  
(516) 248-2655  
e-mail: MWH1275@aol.com

TO: SEYFARTH SHAW LLP  
Attorney for Plaintiff  
620 Eighth Avenue  
New York, New York 10018-1405  
e-mail: ddunn@seyfarth.com  
dmonachino@seyfarth.com